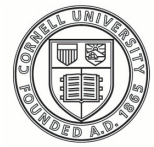

9-26-1989

State of New York Public Employment Relations Board Decisions from September 26, 1989

New York State Public Employment Relations Board

State of New York Public Employment Relations Board Decisions from September 26, 1989

Keywords

NY, NYS, New York State, PERB, Public Employment Relations Board, board decisions, labor disputes, labor relations

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

PROFESSIONAL FIRE FIGHTERS ASSOCIATION, INC., LOCAL 274, IAFF, WHITE PLAINS,

Charging Party,

-and-

CASE NO. U-9419

CITY OF WHITE PLAINS,

Respondent.

DE SOYE & REICH (THOMAS F. DE SOYE, ESQ., of Counsel), for Charging Party

RAINS & POGREBIN, P.C. (RICHARD K. ZUCKERMAN, ESQ., of Counsel), for Respondent

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Professional Fire Fighters Association, Inc., Local 274, IAFF, White Plains (Local) and the cross-exceptions of the City of White Plains (City) to a decision of the Assistant Director of Public Employment Practices and Representation (Assistant Director) which dismissed the Local's improper practice charge against the City. The charge alleges that the City violated §§209-a.1(a) and (c) of the Public Employees' Fair Employment Act (Act) when it issued an unfavorable evaluation of John Sammartino, the Local's vice-president, because of his exercise of representational rights granted by the Act. The Local's exceptions primarily challenge credibility determinations made by the Assistant

Director in crediting the testimony of Lieutenant Albert Brehmer, who wrote Sammartino's evaluation referencing an incident occurring prior to the evaluation. In particular, the Local alleges that the Assistant Director erred in failing to find that Sammartino received an unfavorable evaluation because on or about July 24, 1986, he investigated and made complaint about the handling by Brehmer of an incident in which fire fighter Kevin Heffernan sustained a burn injury while under Brehmer's supervision. The Local further alleges that a confrontation occurring between Sammartino and Brehmer on August 4, 1986, which occasioned the unfavorable evaluation later issued, was precipitated by Brehmer's animus toward Sammartino because of his participation in that protected union activity and by his reexamination on August 4 of Heffernan's burn injury.

The City, for its part, cross-excepts to the Assistant Director's determination that Sammartino's August 4, 1986 inquiry about Heffernan's burn was made as a union officer and constituted protected activity.

At the outset, we find that the record more than adequately supports the Assistant Director's determination that Sammartino was engaged in protected union activity, and was acting in his capacity as a union officer, when, on August 4, 1986, he made inquiry about fire fighter Heffernan's burn injury, which had not been referred to a

hospital in accordance with departmental policy. Sammartino testified, without contradiction, that he first made inquiry on or about July 24, 1986, about the burn injury after receiving complaints from several fire fighters who witnessed the incident that Heffernan had not been sent to a doctor or to a hospital and after these fire fighters asked Sammartino what the Local intended to do about it. Further, the City's own internal memorandum describing the results of the investigation of Sammartino's complaint is entitled "Union complaint on burn injury at the Drill School." Based upon the foregoing, there can be no doubt that Sammartino was acting in his capacity as a union officer in making inquiry and complaint about the incident. There can also be no doubt that Sammartino's request to Heffernan, on August 4, 1986, to examine the burn injury (which was granted) was in connection with the complaint concerning the handling of the injury by Brehmer and constituted protected activity. The City's cross-exceptions are accordingly denied.

The Assistant Director's dismissal of the charge rests primarily upon credibility determinations made by him concerning the testimony of Sammartino and Brehmer about the events of August 4, 1986. In essence, the Local asserts that an exchange of hostile words took place between the two following Brehmer's observation of Sammartino examining Heffernan's burn injury and Sammartino's advising Brehmer

that he was acting in his capacity as a union official. Brehmer testified, to the contrary, that he did not observe Sammartino looking at Heffernan's burn, and that Sammartino never informed him that he was acting as a union official. The Assistant Director credited Brehmer's testimony that the confrontation between himself and Sammartino took place as a result of Sammartino's "sarcastic" questions to him concerning the manner in which the drill was to be conducted on August 4, and not because of Sammartino's protected activity. He therefore found that the evaluation issued by Brehmer on January 18, 1987 was not prompted by anti-union animus.[1/]

It is uncontroverted that Sammartino and Brehmer had a long history of friction between them, which preceded Sammartino's involvement in employee organizational activity.

[1/] The evaluation reads in its entirety as follows: "I haven't work(sic) with John but once at Drill School. He did only what he was told to do and tried to disrupt the class. After things were straightened out he did his job. I would not want to work (sic) or have him in my company." The Association excepts to the Assistant Director's crediting of Brehmer's testimony that he wrote evaluations of other fire fighters, in addition to Sammartino, whom he supervised for one day only, claiming that the City had the burden of producing documentary evidence to support this testimony and that upon its failure to do so, the testimony was entitled to no weight. We disagree. The burden rested with the Association to challenge Brehmer's credibility, by offering differing or conflicting evidence. Because Brehmer's testimony was unrebutted in this regard, the Assistant Director properly drew no inference of anti-union animus from Brehmer's issuance of an evaluation of Sammartino based upon one day's contact.

Indeed, when, in April 1986, Brehmer was served with internal union disciplinary charges by the Local, he struck Sammartino's name from the list of the members of the Executive Board to be convened to hear the charges against him because he considered Sammartino to be "an excitable individual, biased, in my opinion."

This history of personal animosity between Brehmer and Sammartino, together with the Assistant Director's credibility determinations that Brehmer was unaware of any involvement by Sammartino in the investigation or complaint by the Local concerning Heffernan's burn injury prior to August 4, or of his examination of the injury on August 4, constitutes a sufficient basis upon which the Assistant Director could properly conclude that the confrontation of August 4, 1986 was not caused or occasioned by Sammartino's protected activity. He therefore properly found that the evaluation subsequently issued on January 18, 1987 constituted nothing more than a reflection of that unprotected confrontation.

While the proximity in time of Sammartino's complaint to Brehmer's supervisor concerning Brehmer's handling of the burn injury, together with the opportunity which Brehmer had to either observe or hear Sammartino making inquiry concerning Heffernan's injury on August 4, established the existence of a prima facie case of retaliation for protected

activity, the credibility determinations made by the Assistant Director that Brehmer neither knew about Sammartino's prior complaint nor observed or heard him making inquiry about the injury on August 4 constitute a rebuttal of the prima facie evidence, and will not be disturbed by us.

Based upon the foregoing, the decision of the Assistant Director is affirmed and it is hereby ordered that the charge be, and it hereby is, dismissed.

DATED: September 26, 1989
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Walter L. Eisenberg

Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SOUTHAMPTON TOWN PUBLIC SAFETY DISPATCHERS BENEVOLENT ASSOCIATION,

Petitioner,

-and-

CASE NO. C-3399

TOWN OF SOUTHAMPTON,

Employer,

-and-

SOUTHAMPTON TOWN UNIT OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Intervenor.

SCHLACHTER & MAURO, ESQS. (REYNOLD A. MAURO, ESQ., of Counsel), for Petitioner

BERNARD TEICHMAN, ESQ., for Employer

NANCY E. HOFFMAN, ESQ. (JOSEPH E. O'DONNELL, ESQ., of Counsel), for Intervenor

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Southampton Town Public Safety Dispatchers Benevolent Association (Association) to the dismissal by the Director of Public Employment Practices and Representation (Director) of its petition seeking its certification as the exclusive bargaining agent for a unit of 15 employees of the Town of

Southampton (Town)[1] in the titles of Public Safety Dispatcher I, Public Safety Dispatcher II, and Senior Public Safety Dispatcher (Dispatcher). The Dispatchers are currently represented by the Southampton Town Unit of the Civil Service Employees Association, Inc. (CSEA), in a unit of approximately 200 Town employees.[2]

As we have previously held,[3] we will not disturb long-standing units[4] in the absence of compelling evidence of the need to do so, which is established by proving either the existence of a conflict of interest or inadequate representation. The Association's exceptions relate primarily to its claim that the Director failed to give sufficient weight to evidence of either a conflict of interest between Dispatchers and others in the CSEA unit or of inadequate representation of the Dispatchers by CSEA.

The Association appears to allege that a conflict of interest exists between Dispatchers and other unit employees because Dispatchers are the only shift employees in the CSEA

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[1] The Town opposes the petition upon the ground of administrative convenience, but has not appeared on this appeal.

[2] There is one other unit of employees, which consists of police officers.

[3] See, e.g., State of New York (Long Island Park, Recreational and Historical Preservation Commission), 22 PERB ¶3043 (1989), and cases cited therein at footnote 2.

[4] CSEA's unit has been in existence for approximately 16 years.

unit, because they wear uniforms, and because they report to the Chief of Police. While these factors constitute some differences in conditions of employment between Dispatchers and others in the unit, the existence of such differences among unit members does not alone establish the existence of a conflict of interest. The question before us, then, is not whether differences exist, but whether these differences rise to the level of a conflict of interest warranting the fragmentation of Dispatchers from their existing unit.

The Association's exceptions, which point out these differences in terms and conditions of employment, make no references to anything in the record which would support a finding that a conflict exists. The unique characteristics of shift work, uniform use, and reporting to the Chief of Police fail to establish a per se conflict of interest with other unit members. This finding, combined with the evidence that at least some contractual accommodation of the specialized working conditions of Dispatchers has been made in the collective negotiation process between CSEA and the Town, warrants affirmance of the Director's finding that a conflict of interest between the Dispatchers and the CSEA unit has not been established.

The second primary assertion made by the Association in its exceptions is that the record supports a finding that CSEA has inadequately represented Dispatchers and that the

Director failed to give appropriate weight to the record in this regard.

In support of its claim, the Association asserts that unit meetings are extremely infrequent, that posting of meetings at the police department is not adequately assured, because notices of meetings are forwarded by CSEA to the secretary to the Chief of Police for posting, and that CSEA has failed to establish and maintain regular contact with the shop steward representing the Dispatchers, and further, has failed to conduct training programs for the Dispatchers' shop steward.

It is our finding that however much increased communication and participation is to be encouraged, the record does not establish inadequate representation of the Dispatchers in particular, so as to warrant their fragmentation from the CSEA unit. Indeed, there is no claim or evidence that Dispatchers are treated any differently than other unit personnel. In the absence of evidence that representation of the particular titles which are the subject of the fragmentation petition has been inadequate when compared to representation of others in the existing unit, we will deny fragmentation.

We have reviewed the remaining exceptions of the Association and find them to be without merit.[5/]

For the foregoing reasons, the decision of the Director dismissing the petition is affirmed, and IT IS HEREBY ORDERED that the petition be, and it hereby is, dismissed in its entirety.

DATED: September 26, 1989
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

[5/]Among its exceptions, the Association states that the Director improperly described the Town's opposition to the petition as creating "an intolerable administrative burden" upon it. While we agree with the Association that the extent of the Town's opposition is "administrative inconvenience", the Director's characterization of the extent of the Town's opposition does not affect the outcome here.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO,

Petitioner,

-and-

STATE OF NEW YORK - UNIFIED COURT SYSTEM,

Employer.

CASE NOS. C-3276, C-3277, C-3278, C-3279, C-3280, C-3281, C-3282, C-3283, C-3284

NANCY E. HOFFMAN, ESQ., for Petitioner

HOWARD A. RUBENSTEIN, ESQ. (LEONARD R. KERSHAW, ESQ., of Counsel), for Employer

BOARD DECISION AND ORDER

By nine petitions filed on August 31, 1987, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (Petitioner) seeks to add the currently unrepresented title of Family Court Hearing Examiner (Examiner) to nine existing negotiating units represented by it of nonjudicial employees of the State of New York - Unified Court System (Employer). Initially, the Director of Public Employment Practices and Representation (Director) dismissed the petitions upon the ground that Examiners are potentially subject to the requirements of Canon 7 of the State Code of Judicial Conduct (Code) (which directs judges to refrain from

political activity inappropriate to their judicial office[1/] (21 PERB ¶4072 (1988)). The Board, upon review, reversed the Director's decision and found that, notwithstanding the potential applicability of Canon 7 of the Code, there is no statutory basis upon which it could be said that Examiners are excluded from coverage under the Public Employees' Fair Employment Act (Act) solely by virtue of the applicability of the Code to them in whole or in part (22 PERB ¶3022 (1989)). We remanded the petitions to the Director for further proceedings and issuance of a uniting decision. It is that

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[1/] In particular, Canon 7 of the Code prohibits the following:

> A. Political Conduct In General
> (1) A judge or a candidate for election to a judicial office should not:
> (a) act as a leader or hold any office in a political organization;
> (b) make speeches for a political organization or candidate or publicly endorse a candidate for public office;
> (c) solicit funds for or pay an assessment or make a contribution to a political organization or candidate, attend political gatherings, or purchase tickets for political party dinners, or other functions, except as authorized in subsection A(2);
> (2) The judge holding an office filled by public election between competing candidates, or a candidate for such office, may, only insofar as permitted by law, attend political gatherings, speak to such gatherings on his own behalf when he is a candidate for election or reelection, identify himself as a member of a political party, and contribute to a political party or organization . . . .
>
> (4) A judge should not engage in any other political activity except on behalf of measures to improve the law, the legal system, or the administration of justice.

Director's decision which is now before us upon the Employer's exceptions challenging the placement of the Examiners in the nine existing units currently represented by Petitioner.

The Employer asserts in its exceptions, first, that the Examiners do not share a community of interest with employees in the nine negotiating units, and second, that the Director failed to take into consideration the requirements of §207.1(c) of the Act, which requires PERB to take into account the compatibility of the unit with the joint responsibilities of the public employer and the public employees to serve the public when defining appropriate negotiating units. We will address each of these claims in turn.

With respect to the allegation that the Examiners do not share a community of interest with employees in the nine negotiating units to which the Director has ordered their addition, the Employer alleges first that the position of Examiner, together with the duties and requirements for appointment, are fixed by §439 of the Family Court Act (Chapter 809, Section 14 of the Laws of 1985), and that these statutory requirements create significant differences between the Examiners and employees in the existing units. In particular, the Employer points out that Examiners are the only nonjudicial employees having the authority to hear and

determine matters with binding effect upon litigants, that Examiners are appointed for renewable three-year terms, that they are quasi-judicial officers subject to the Code, and that, by virtue of the applicability of the Code to them, their placement in units represented by Petitioner, which is an organization that supports political candidates and engages in other political activity, would place them in jeopardy of violation of Canon 7 (A) of the Code. However, as the Director found in the prior proceedings before him (21 PERB ¶4072, at 4123, n. 5), at least two other unit positions, i.e., Law Clerks to Supreme Court Judges and Law Assistant-Referees, are quasi-judicial in nature, and incumbents may conference cases, resolve uncontested issues, conduct hearings, swear witnesses, take testimony, and report findings of fact to judges. The fact that Examiners are quasi-judicial officers whose duties are outlined in the Judiciary Law is an insufficient basis for a determination that they do not share a community of interest with other quasi-judicial officers currently in units represented by Petitioner and who are performing substantially similar tasks.[2/]

[2/]The Employer contends that the binding nature of certain Examiner decisions, subject to review by a Family Court Judge, makes Examiners significantly different from other quasi-judicial officers. No explanation is offered, however, why this difference has a bearing upon the community of interest of these employees with respect to the terms and conditions of their employment.

Also, we do not find persuasive the Employer's claim that because Examiners are appointed to renewable three-year terms their exclusion from the existing units is warranted. Indeed, it is commonplace that units consist of employees who hold positions having a wide range of appointment and tenure rights. These include persons whose employment is temporary, provisional, probationary, permanent, competitive class or noncompetitive class. We have not regarded these differences, which affect not only their term of employment, but the conditions of their employment with respect to due process requirements, as a basis for the creation of separate units, nor is there such a basis here.

The two final arguments made by the Employer in opposition to the addition of Examiners to existing units both relate to the fact that Petitioner, in addition to its traditional collective bargaining functions, engages in political activity, and that placement of Examiners in units represented by Petitioner is therefore inappropriate by virtue of Canon 7.

As we held in our earlier decision in this matter, the Act, which it is our duty to administer, affords no authorization to make uniting decisions on the basis of the nature and lawful activities of the particular employee organization representing a unit at a particular point in time. Section 207.1 of the Act establishes three specific standards to be considered in

determining the appropriateness of units. These standards relate to the composition of the units themselves and not to the bargaining agents for those units. We decline to add a criterion to the standards for uniting decisions which has not been statutorily authorized, particularly where, as here, the Legislature could readily have determined to exclude Examiners from coverage under the Act by the simple expedient of adding Examiners to the list of titles specifically excluded from the Act's coverage at §201.7(a) at the time it enacted Chapter 809 of the Laws of 1985. We must assume that the Legislature's failure to enact this exclusion is properly construed to mean that Examiners should not be excluded from coverage, notwithstanding the fact that virtually every public employee organization representing employees of public employers under the Act engages in activity which may be construed as "political".

While we fully recognize the Employer's concern that Examiners who join or are represented by an employee organization which engages in political activity may potentially run afoul of the Code, this concern is no more applicable to Examiners than to other quasi-judicial officers now represented in units[3/], and, as

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[3/]For example, in addition to the other quasi-judicial employees in the Employer's units here, large numbers of administrative law judges employed by the State of New York in various departments and agencies perform quasi-judicial functions and are represented in bargaining units.

we have held, it is not a criterion which we are authorized to consider.[4/]

Based upon the foregoing, and the findings previously made in our prior decision, we find that a sufficient community of interest exists between the Examiners and employees in the units now represented by Petitioner to warrant their addition to such units. The Employer's exceptions are denied and the decision of the Director adding these employees to the respective units and calling for elections is affirmed.

IT IS THEREFORE ORDERED that the Examiner positions are added to the negotiating units listed as follows:

Case No.		Unit
C-3276	--	Putnam County
C-3277	--	Dutchess County
C-3278	--	Orange County
C-3279	--	Eighth Judicial District
C-3280	--	Seventh Judicial District
C-3281	--	Sixth Judicial District
C-3282	--	Fifth Judicial District
C-3283	--	Fourth Judicial District
C-3284	--	Third Judicial District

IT IS FURTHER ORDERED that this matter is remanded to the Director for election by secret ballot to be held under his supervision among the employees in each unit determined above to be appropriate who were employed on the payroll date

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[4/]We note that the Director found, 21 PERB ¶4072, at 4123 n. 9, that the Petitioner's bylaws provide that the employees it represents, whether dues payers or agency fee payers, may obtain a refund of so much of such dues or fees as are used for political purposes is a finding to which no exception has been taken and which we deem not to be in issue (Rules §201.12). This being so, conflict with the Code may be avoidable in any event.

immediately preceding the date of this decision and order, unless the Petitioner submits to the Director, within 15 days from the date of receipt of this decision and order, evidence to satisfy the requirements of §201.9(g)(1) of the Rules for certification without election.

IT IS FURTHER ORDERED that the Employer shall submit to the Director and to the Petitioner, within 15 days from the date of receipt of this decision and order, an alphabetized list of all employees within each unit determined above to be appropriate who were employed on the payroll date immediately preceding the date of this decision and order.

DATED: September 26, 1989
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Walter L. Eisenberg

Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

JOHN THOMAS McANDREW,

Charging Party,

-and-

CASE NO. U-10493

PORT JERVIS CITY SCHOOL DISTRICT,

Respondent.

JOHN THOMAS McANDREW, pro se

HENRY J. HOLLEY, ESQ., for Respondent

BOARD DECISION AND ORDER

The Port Jervis City School District (District) excepts to an Administrative Law Judge (ALJ) decision which finds that the District violated §209-a.1(a) of the Public Employees' Fair Employment Act (Act) when, on November 7, 8, and 10, 1988, it denied written requests made by John Thomas McAndrew for paid personal business leave to appear before this Board to prosecute two separate improper practice charges against his union.

In its exceptions, the District asserts that paid personal business leave constitutes a contractual benefit which is within its discretion to deny, and that McAndrew has failed to meet his burden of proving that its exercise of the discretion to deny paid personal leave was improperly motivated within the meaning of the Act.

It is certainly true that the District has, pursuant to its collective bargaining agreement with McAndrew's bargaining agent, the discretion to deny paid personal business leave (which is available for, among other things, "legal matters pertaining to the teacher or his/her immediate family"), if the grant of such leave would "disrupt District operations". However, the District received paid personal business leave requests for a total of 843 days during the period January 1986 to April 1989. Of these requests, aside from McAndrew's, only four were denied, and, according to District Superintendent Moscati, they were denied because the employees had not been employed for a sufficient period of time to be eligible for personal business leave or for similar reasons.

Moscati testified that McAndrew's paid personal business leave requests were denied because the taking of leave by him would be disruptive of District operations, particularly because McAndrew had, on other occasions in the pursuit of improper practice charges before this Board, subpoenaed numerous District employees, whose absence from work caused disruption. Notwithstanding this testimony, Moscati testified that he would have given McAndrew unpaid leave to prosecute his improper practice charges on the days requested. From the testimony that McAndrew's absence from work would have been authorized, if unpaid, the ALJ concluded

that the explanation offered for the denial of paid business leave, i.e., concern about disruption of District operations, was pretextual. Finding the District's explanation to be pretextual, the ALJ inferred that improper motivation was the basis for the denial of paid leave. Indeed, the ALJ concluded that the willingness of the District to grant leave for the days but its unwillingness to pay McAndrew for the days in question constitutes affirmative evidence of the District's attempt to interfere with, restrain and coerce McAndrew in the exercise of his right to file and prosecute improper practice charges.

It is our determination that the ALJ decision carefully and clearly reserves to the District the contractual discretion to deny requests for paid personal business leave, while finding that the exercise of that discretion may not be motivated by an intent to interfere with the exercise of rights protected by the Act.

Notwithstanding the exceptions of the District, we find that McAndrew met his burden of presenting a prima facie case of unlawful interference upon presentation of evidence of the granting of paid personal business leave requests, regardless of the nature of the business involved, in the overwhelming majority of cases within the District, which shifted the burden of going forward to the District to establish the existence of a legitimate business reason for its action.

The District's explanation that McAndrew's use of paid personal business leave time would disrupt its operations was properly found by the ALJ to be pretextual, based upon the fact that the District was prepared to, and did, offer unpaid leave to McAndrew for the days in question, which, if accepted, would have resulted in precisely the same degree of disruption of District operations as would have occurred if paid leave had been granted. The only difference between the grant of unpaid leave versus paid leave to McAndrew lies in the expense to him of prosecuting his charges before this Board.

Based upon the foregoing, and upon the findings and analysis set forth in the ALJ decision, the District's exceptions are denied in their entirety, and we find that the District violated §209-a.1(a) of the Act by denying McAndrew's requests for paid personal business leave made on November 7, 8, and 10, 1988. We affirm the remedial portion of the ALJ decision, together with the reasoning contained therein, which were not the subject of any exceptions by McAndrew.[1/]

[1/]We note in this regard that because McAndrew refused to avail himself of unpaid leave in order to attend the hearing scheduled before this Board, the charges filed by him were dismissed for failure to prosecute. See Port Jervis Teachers Association, 22 PERB ¶3021 (1989). Further, because he elected not to take any leave at all to attend the hearing, an award of back pay is not justified in this case.

IT IS THEREFORE ORDERED that the District:

1. Cease and desist from interfering with, coercing or restraining McAndrew in the exercise of his rights protected by the Act, and
2. Sign and post the attached notice at all locations customarily used to post communications to unit employees.

DATED: September 26, 1989
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all members of the unit represented by the Port Jervis Teachers Association that the Port Jervis Public Schools will not interfere with, coerce or restrain John Thomas McAndrew in the exercise of his rights protected by the Act.

Port Jervis Public Schools

.....

Dated..... By.....
(Representative) (Title)

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered defaced, or covered by any other material.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ROCKLAND COUNTY PATROLMEN'S BENEVOLENT ASSOCIATION, INC.,

Petitioner,

-and-

CASE NO. C-3067

COUNTY OF ROCKLAND,

Employer,

-and-

ROCKLAND COUNTY UNIT, ROCKLAND COUNTY LOCAL 844, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Intervenor,

-and-

ROCKLAND COUNTY SHERIFF'S DEPUTIES ASSOCIATION, INC.,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Rockland County Sheriff's Deputies Association, Inc. has been designated and selected by a majority of the employees of the above-named public employer, in the unit found to be appropriate and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All employees in the Sheriff's Department.

Excluded: All ranks in the Sheriff's Patrol above the rank of Patrol Sergeant; all other employees whose titles are included in another unit or by Resolution #612 of 1972 as amended.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Rockland County Sheriff's Deputies Association, Inc. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: September 26, 1989
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member